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Restricted Covenants for Village Meadows, First Addition, Village of Hilbert, Calumet County, Wisconsin

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Village of Hilbert
PO Box 266
Hilbert, WI 54129

See next page for parcel numbers

Tax Parcel Number

This document was drafted by:
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Hilbert, WI 54129
920-853-3241

RESTRICTIVE COVENANTS FOR
VILLAGE MEADOWS, FIRST ADDITION, VILLAGE OF HILBERT,
CALUMET COUNTY, WISCONSIN

PARCEL IDENTIFICATION NUMBER LISTING

Lot Number	Parcel Number	Tax Parcel ID Number
15	136-0765-000150A-000-0-191912-00-1400	46374
16	136-0765-000160A-000-0-191912-00-1400	46376
17	136-0765-000170A-000-0-191912-00-1400	46378
18	136-0765-000180A-000-0-191912-00-1400	46380
19	136-0765-000190A-000-0-191912-00-1400	46382
20	136-0765-000200A-000-0-191912-00-1400	46384
21	136-0765-000210A-000-0-191912-00-1400	46386
22	136-0765-000220A-000-0-191912-00-1400	46388
23	136-0765-000230A-000-0-191912-00-1400	46390
24	136-0765-000240A-000-0-191912-00-1400	46392
25	136-0765-000250A-000-0-191912-00-1400	46394
26	136-0765-000260A-000-0-191912-00-1400	46396
27	136-0765-000270A-000-0-191912-00-1400	46398
28	136-0765-000280A-000-0-191912-00-1400	46400
29	136-0765-000290A-000-0-191912-00-1400	46402
Outlot 5	136-0765-0OL050A-000-0-191912-00-1400	46404

RESTRICTIVE COVENANTS FOR VILLAGE MEADOWS, FIRST ADDITION, VILLAGE OF HILBERT, CALUMET COUNTY, WISCONSIN

Village of Hilbert (hereinafter Developer) is the owner of property known as Village Meadows, First Addition, Lots 15 through 29 and Outlot 5, Village of Hilbert, Calumet County Wisconsin.

Said plat was recorded in the office of the Register of Deeds for Calumet County, Wisconsin on the 23rd day of September, 2022 at11:05 a.m., and filed as Document No. 573376, Volume D, Page 160.

1. **PURPOSE.**

   The purpose of these covenants is to ensure the use of the property for attractive purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the subdivision, and to maintain the desired atmosphere and appearance of the community, and thereby to ensure each owner the full benefit and enjoyment of his or her dwelling, with no greater restriction on the free and undisturbed use thereof, than is necessary, to ensure the same advantages to the other site owners.

2. **MINIMUM FLOOR AREA & DESIGN.**

   All structures to be erected in the Subdivision shall be of a pleasing and harmonious external design and shall conform to all established setback lines. Any dwelling that fails to conform to the specified minimum areas shall not be permitted on any lot, except with the prior written approval of the Developer. The minimum square footage of the main structure exclusive of open porches, breezeways and garages shall as follows:

Single story ranch	1,200 square feet above grade
Two story home	1,550 square feet above grade
Bi/Level and raised ranch	1,200 square feet above grade
Duplex	1,000 square feet per side above grade

3. **LAND USE & BUILDING TYPE.**

   Lots 15 through 28 shall be used only for single family dwellings. Lots 15 through 28 are restricted as follows:

   A. All dwellings shall have not less than a two-car attached garage of no less than 480 square feet.
   B. All dwellings shall have a roof pitch of not less than 5/12.
   C. All overhangs must be at least 12".
   D. No used, modular, manufactured, geodesic dome or earth homes will be allowed on any lot.
   E. Developer requires that all builders obtain written approval of the Developer prior to commencing construction of any dwelling in the Subdivision.

F. All homes, including attached garages, shall be completed within twelve (12) months after commencement of building construction and shall not be occupied until a Certificate of Occupancy is received from the Village Building Inspector.
G. At least twenty-five (25) percent of the front of the home must have brick or stone veneer.
H. Every dwelling and attached garages shall have at a minimum standard four-foot foundation walls. If the dwelling is constructed with a crawl space, the water meter must be placed above 1st floor grade and it will be required to have a concrete floor.
I. All landscaping, including lawn must be completed within one (1) year of occupancy unless a variance is granted by the Developer for unforeseen circumstances. All lawns grades must be in conformance with the approved drainage plan of the Subdivision.
J. Developer reserves the right to complete construction or landscaping that has commenced but has not been completed within the above timeframe and owner is not proceeding with due diligence to complete construction or landscaping. Any costs so incurred by Developer (including, but not limited to, attorney's fees and court costs) shall become a lien on the lot.
K. No trailer, tent, shack, garage, barn or other outbuilding shall be used temporarily or permanently as a residence.
L. One accessory structure shall be allowed in addition to the attached garage as long as it meets all applicable Village Code and Ordinances.
M. During construction, no access to the building site shall be allowed over adjacent lots. If any damage is done to an adjacent lot(s) or curbs, the owner of the home under construction shall restore or pay the Developer or lot owner for the restoration of said property to its pre-damaged condition.
N. No building materials shall be placed on any lot more than thirty (30) days prior to the time construction is to begin. No building materials shall remain on any lot for more than thirty (30) days after issuance of the occupancy permit.
O. If the Village utilizes specific containers for garbage, trash and recycling pickup then the owner is required to use those specific containers. Each lot owner is required to perform all necessary maintenance and upkeep of their lot. No trash, waste, brush, weeds or long grass is permitted. It is the lot owner's responsibility to keep the grass and weeds mowed prior to the start of construction of their residence.
P. No external antenna, unless approved by the Architectural Review Committee and no satellite dishes more than thirty-six (36) inches in diameter shall be allowed.
Q. All homes will require a backflow preventer installed in the sewer lateral as per village code.
R. All sump pumps will be required to drain into a storm sewer. No sump pumps will be allowed to drain onto the lawns or into any drainage ditch. The Developer will provide an adequate storm sewer system to allow for the hook up of the sump pump lines.
S. A residential dwelling must be built (in conformance with these Restrictive Covenants) on a lot within five (5) years after the date such lot was purchased from the Developer.

4. **ARCHITECTURAL REVIEW.**

No dwelling or other house or structure shall be erected on any lot in this subdivision until the full-size set of blue prints and specifications have been submitted to and approved by the Developer or developer's assigns. If the Developer or the Developer's assigns, as the case may be, fails to approve or disapprove such plans and specifications within sixty (60) days after the same has been submitted, said plans and specifications shall be deemed to have been approved. All decisions of the Developer or Developer's assigns shall be enforceable against any lot owner if made in a good faith exercise of the judgement or discretion so long as such decision is not clearly in conflict with the express provisions of this declaration. Any person seeking to challenge any such decision of the Developer or Developer's assigns shall have the burden of proof to establish that such standards were not met at the time the decision was made.

Submit plans and specifications to:
Village of Hilbert
Attn: Village Administrator Clerk Treasurer
PO Box 266
Hilbert, WI 54129

5. **SET BACK.**

All setback lines shall conform to local zoning regulations except the Developer may, in promoting overall harmony, establish other requirements in addition to such municipal regulations.

6. **IMPROVEMENTS.**

1. Gravel streets, sewer and water mains, sewer and water laterals stubbed to the lot line, storm sewer and access to natural gas, telephone lines, cable television and underground electric will be installed/constructed by the Developer at the Developer's expense. The date of such installation/construction shall be determined by the Developer.

   It is anticipated that the Developer may install curb & gutter within the Village Meadows Subdivision in the future. In the event that curb & gutter is installed, the entire cost thereof will be levied and collected by the Developer as a special assessment against the benefitted lots in accordance with State Statute and Village of Hilbert ordinance.

   Sidewalks may be installed at the discretion of the Developer in the future.

7. **GRADES.**

No building or structure shall be erected or landscaping completed until the grade has been established and approved by the Village which complies with the approved drainage plan of the Subdivision. The cost of establishing grades shall be borne by the property owner.

8. **PETS.**

No animals, livestock or poultry of any kind shall be raised or bred or kept on any lot with the exception of dogs, cats or other household pets which may be kept provided they are not kept, bred or maintained for any commercial purpose. No cages or doghouses of any kind used to house any type of animal outdoors will be allowed.

9. **VEHICLES.**

2. No unlicensed vehicles will be permitted on any lot. No bus, large truck, semi-tractor and/or trailer shall be parked anywhere within the exterior boundaries of all phases or additions to Village Meadows Subdivision, unless they are there less than 48 hours to facilitate a lot owner's moving in or out.

10. **COLORS.**

No bright or vivid colored siding shall be allowed on any residence or garage. The Architectural Review Committee shall approve all colors on the exterior of each home.

11. **SIGNS.**

No sign of any kind shall be displayed on any lot except one professional sign of not more than one (1) square foot and/or one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Any signs used by the builder must be removed within thirty (30) days after issuance of the occupancy permit. A temporary sign intended to be displayed for a short period of time including but not limited to political, local events, rummage sales, decorative-type displays, etc. shall be allowed but must be removed no later than seven (7) days following the end of such event.

12. **FENCING.**

No chain link or bare wire fencing will be allowed on any lot. Wood fencing will be allowed as lot line dividers as long as the framing side of the fence faces the fence lot owner and the finished side faces the lot of the adjoining neighbor. All wood fencing must adhere to the Village's rules and regulations as far as setback, height, etc. The Village of Hilbert also requires a permit to install a fence on any lot.

13. **FILL.**

As long as the Developer owns any lot in Village Meadows Subdivision, the Developer reserves the right to direct the disposition of any dirt that is to be removed from any lot. However, such dispositions, as directed by the Developer, shall be within one (1) mile radius of the lot. It is the responsibility of the owner of the lot to contact the Developer prior to hauling out any fill.

14. **EASEMENTS.**

Easements for the installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain that may damage or interfere with the installation or maintenance of utilities, or that may change the direction of flow of drainage channels in the easements or that may obstruct or hinder the flow of water through drainage channels in the easements. The easement area of each lot, and all lot improvements in it, shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility is responsible.

15. **NUISANCES.**

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

16. **DIVISION OF LOTS.**

No lots shall be re-subdivided to create a larger number of lots and not more than one residential dwelling shall be erected or constructed upon any lot. A residential dwelling must be built (in conformance with these Restrictive Covenants) on a lot within five (5) years after the date such lot was purchased from the Developer.

17. **COMBINING OF LOTS.**

No two lots side by side may be purchased together and combined into one lot, unless approval is granted by the Developer or the Developer assigns. A residential dwelling must be built (in conformance with these Restrictive Covenants) on a lot within five (5) years after the date such lot was purchased from the Developer.

18. **COVENANTS.**

A. These covenants shall run with the land, and all future conveyances of any lots of the Subdivision shall be subject to the conditions, covenants, obligations and restrictions set forth herein. Acceptance of a deed by any purchaser is considered an agreement to observe and abide by such covenants, conditions and restrictions for the protection of all owners within the subdivision.
B. Invalidation of any one of these covenants by judgement or court order shall in no way affect the remaining provisions, which shall remain in full force and effect.
C. These covenants and restrictions may be removed, modified, annulled, waived, changed and/or amended at any time and in any manner by a written Declaration setting forth such amendment (a) by the Developer as long as the Developer owns any lot for resale in the subdivision; (b) after the Developer has sold all lots, then by the owners of at least 75% of the lots. The written Declaration shall be recorded in the office of the Register of Deeds for Calumet County, Wisconsin.

D. The Developer and/or individual lot owners benefited by the Declaration may enforce these conditions, covenants and restrictions using any available legal or equitable remedies, including, by way of example only, affirmative or restrictive injunction. In the event of litigation to enforce these conditions, covenants and restrictions, the non-performing party violating any of the conditions, covenants and restrictions shall reimburse the Developer and/or individual owners for all out-of-pocket expenses (including actual attorney's fees and court costs) incurred in successfully enforcing these conditions, covenants and restrictions.

E. Variations in any of the covenants may be permitted by the Developer where the Developer is reasonably satisfied that such variations will be pleasing and generally in keeping with the character of surrounding properties and will not be a detriment to the subdivision as a whole. After the Developer no longer owns any lot in the subdivision, requests for variations may be submitted to such review committee(s) as may be convened from among the property owners within the subdivision for consideration and approval or rejection.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 3rd day of October, 2022.

Village of Hilbert

By: _____
James Schmidt
Village President

STATE OF WISCONSIN)
COUNTY OF CALUMET)

Personally, came before me this 3rd day of October, 2022, the above-named James Schmidt to be known to be the person(s) who executed the foregoing instrument and acknowledge the same.

_____
Notary Public, State of Wisconsin
My commission expires 4/29/2023

DENNIS G. DUPREY NOTARY PUBLIC STATE OF WISCONSIN

This instrument was drafted by:
Dennis DuPrey
Administrator Clerk Treasurer
26 N. 6ht St.
Hilbert, WI 54129
920-853-3241